

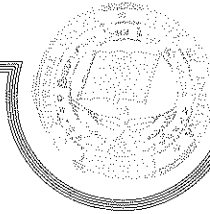
SUPREME COURT

DIVISION OF STATE COURT ADMINISTRATION

LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR



OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

October 28, 2014

Mr. Josh Schilling
Forte
7601 Penn Avenue, Suite 500
Minneapolis, MN 55423-8459

Re: Bulk Data Request

Dear Mr. Schilling

Your request, on behalf of United Customer Service, to obtain bulk distribution of non-confidential court records from all Indiana trial courts has been approved by the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter and the executed User Agreement for Bulk Distribution of Data or Compiled Information, Form TCM-AR9(F)-1.

As explained in the User Agreement, the execution of the agreement and approval by the Division do not create any mandatory obligation on the part of any court or clerk to provide bulk distribution of court records or compiled information. You will need to contact the clerk from all counties not using the Odyssey system to seek distribution of this data. Except as explained in the following two paragraphs, it is up to each court to determine whether or not to provide bulk distribution of its records.

Indiana Administrative Rule 9(F)(2) places authority in the Indiana Supreme Court with respect to records from multiple courts such as those maintained in the Odyssey data repository. By Order dated September 13, 2011, *In the Matter of Bulk Distribution of and Remote Access to Court Records in Electronic Form*, Case No. 94S00-1109-MS-552, the Indiana Supreme Court authorizes bulk distribution of Odyssey records that are not excluded from public access by Administrative Rule 9(G) or (H), and authorizes the Division to review written requests for bulk distribution of Odyssey records and, if appropriate, approve such requests.

You are approved to receive bulk distribution of Odyssey records and the Division will provide bulk distribution of such records to you, subject to the following additional conditions: (1) You must make arrangements for payment for the records in accordance with Administrative Rule 9 and the Supreme Court's Order of September 13, 2011; (2) Your approval is subject to the executed User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, and (3) You are prohibited from providing bulk distribution of Odyssey records to any third party.

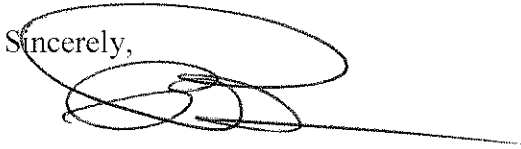
As explained in the User Agreement, the execution of the agreement and approval by the Division do not create any mandatory obligation on the part of any court or clerk to provide bulk distribution of court records or compiled information. You will need to contact the clerk from all counties not using the Odyssey system to seek distribution of this data. Except as explained in the following two paragraphs, it is up to each court to determine whether or not to provide bulk distribution of its records as well as the fair market value of the records.

A distribution receipt form that must be completed and returned to this office within thirty (30) days of receiving bulk distribution or compiled information from court records from courts that do not use Odyssey.

An executed copy of your user agreement, Form TCM-AR9(F)-1, is enclosed. The agreement will expire on January 31, 2015. Please contact the Divisions Trial Court Technology Staff at 317.232.2542 in order to proceed with receipt of your data. A copy of their Order Form is attached for your use.

If you have any questions, please contact me at richard.payne@courts.IN.gov or (317) 234-5398.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard T. Payne", with a long horizontal line extending to the right.

Richard T. Payne
Staff Attorney
Trial Court Management

Enclosures: User Agreement, Form TCM-AR(F)-1
 Odyssey & Tax Warrant Bulk Data Order Form
 Distribution Receipt for Bulk Data or Compiled Information



Indiana Supreme Court Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The parties to this agreement are the Indiana Supreme Court through its Division of State Court Administration (“Division”) and FORTE (“Requesting Party”)

Recitals

Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for Bulk Distribution of Data or Compiled Information by Indiana Courts.

The Division reviews each request for Bulk Distribution to insure the request is consistent with the purposes of Administrative Rule 9 (“Rule 9”), resources are available to prepare the information and each request is an appropriate use of public resources.

The Division owns the software license and the rights and ownership to the Odyssey case management system for Indiana courts and clerks.

The Indiana Supreme Court has authorized the Division to release Odyssey records in bulk in an Order dated September 13, 2011, Case No. 94S00-1109-MS-552.

The Requesting Party has sought a Bulk Distribution of Data or Compiled Information for its own use which has been approved by the Division.

The Requesting Party is willing to comply with restrictions on usage of the Data and Compiled Information.

Requested data contained in the Odyssey case management system will be provided by the Division. If all or some of the requested data is not contained in the Odyssey case management system, the Requesting Party is not automatically entitled to the distribution of such Data or Compiled Information of a court simply by the approval of this user agreement by the Division. Provision of Data or Compiled Information that is not contained in the Odyssey case management system must be determined by each court or clerk based upon a determination that the information sought is consistent with the purposes of Administrative Rule 9, that resources are available to prepare the information and that fulfilling the request is an appropriate use of public resources.

The Requesting Party may be required to pay the fair market value of the information requested as determined by the Division or a Court providing the information.

The Bulk Distribution is limited to court records even if the Requesting Party is seeking other information that is governed by other agencies’ policies.

In order to establish the respective functions and responsibilities of the Parties pertaining to the dissemination and use of Indiana court information under the provisions of

Administrative Rule 9 of the Indiana Rules of Court ("Rule 9"), the parties now, therefore, agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings as set forth in Rule 9, section C: Administrative Record, Bulk Distribution, Case Record, Clerk of Court, Compiled Information, Court, Court Record and Public Access. The following terms shall be defined as stated:

A. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.

B. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.

C. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.

D. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

2. Records Approved for Distribution as Bulk Data or Compiled Information.

A. Court Records Sought and Approved.

1. List of Courts:

a. Odyssey Courts: Allen, Clark, Elkhart, Floyd, Hamilton, Hendricks, LaPorte, Madison, Marion, Monroe, Porter, St. Joseph, Vanderburgh

b. Non-Odyssey Courts: Delaware, Howard, Johnson, Kosciusko, Lake, Tippecanoe, Vigo

2. List of Records: Compiled Information; Probate Estates with name of decedent, date of death, case number, case type, date filed, Personal Representative's name, address, and phone number and name of attorney, address, and phone number.

B. Court Records Maintained in the Odyssey data repository.

1. The Division will provide the Requesting Party the initial data extract of the approved records pursuant to the authorization order of the Indiana Supreme Court of September 13, 2011, Case Number 94S00-1109-MS-552. When the approved request requires more than a single extract of data, the Division will provide a monthly data extract thereafter on or before the tenth day of each month of the term of the approval.

2. The Division will provide the Requesting Party with an invoice for each extract if the Court or Division has determined that the Requesting Party shall pay the fair market value of the extracted data. All payments shall be made by check and payable to Division of State Court Administration bearing a notation of the invoice number and that payment is for Odyssey Bulk Records or Compiled Information.
3. The extracted data will be made available to the Requesting Party through an SFTP account accessing client specific folders at SFTP.IN.Gov.

C. Court Records Not Maintained in the Odyssey data repository.

Subject to specific permission from the Courts identified above that are not on the Odyssey Case Management System, the Division hereby grants to the Requesting Party restricted authorization to receive from such Courts the Court Records specifically identified above for the Requesting Party's own use in accordance with the terms and conditions of this Agreement.

Execution of this Agreement and approval of the Requesting Party's request by the Division does not create any mandatory obligation on the part of any Clerk of Court or Court to provide Court Records to the Requesting Party. Under Rule 9(F), the individual non-Odyssey Courts must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources and is consistent with the purposes of Rule 9. The Courts must determine on an individual basis whether to assess a charge for providing the Court Records may make the granting of the request contingent upon the Requesting Party paying an amount which the Court determines is the fair market value of the information.

3. Rights and Interests.

All rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not acquire any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Such rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.

The Requesting Party shall provide the Division with the names of all entities related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this section.

4. Ongoing Data Scrubbing and Update Requirements.

The status of a Court Record may change over time and the Requesting Party shall refresh all records with each new extract received so that cases sealed or restricted since the last extract will be accurately reflected in the database.

The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

5. Restrictions on Use of Data.

A. Compliance with Authorities.

The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

B. Resale of Data.

The Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided under this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case Record as part of a service provided by Requesting Party. The Requesting Party shall not make Bulk Distribution of the Court Records or reconfigure the Court Records for subsequent Bulk Distributions.

C. Policies for Dissemination of Data.

The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.

6. Bulk Transfer to Third Parties.

The Requesting Party is prohibited from making a Bulk Distribution of the data or the compiled information obtained through this agreement to another party.

7. Reporting Requirement.

With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3. However, the Requesting Party is not required to file with the Division a Form TCM-AR9(F)-3 for Court Records the Requesting Party receives from the Odyssey data repository.

8. Disclosure Requirements.

The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At

a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

The data or information provided is based on information obtained from Indiana Courts on _____ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court in question.

9. Audits.

The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

10. Disclaimer of Warranties.

The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records.

Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.

11. Limitation of Liability.

The Requesting Party acknowledges and accepts that the Court Records or Data are provided “as is” and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, authors, clients or other parties.

B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

12. Indemnification.

The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, customers, clients or any other parties.

13. Assignment.

The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

14. Termination and Renewal.

A. General.

Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. Renewal.

This agreement expires on **January 31, 2016**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2016**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at <http://www.courts.in.gov/admin/2460.htm>.

C. Termination for Cause.

The Requesting Party shall be responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party and any such violation shall result in immediate termination of this agreement by the Division, at which time all Court Records and Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be returned to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.

D. Termination for Nonpayment.

The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

E. Termination in Event of Assignment.

The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

F. Termination in Event of Failure to Update.

The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

15. Attachments.

This Agreement incorporates by way of attachment the following:

A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as **Exhibit A**;

B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as **Exhibit B**;

- C. The original Request provided to the Division from the Requesting Party as **Exhibit C**; and
- D. The approval letter provided to the Requesting Party from the Division as **Exhibit D**.

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

16. Applicable Law.

This Agreement shall be interpreted and enforced in accordance with the law of the State of Indiana.

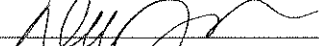
17. Effective Date.

This Agreement shall become effective and the terms herein shall become enforceable upon the date of execution of the last party.

18. Authority to Execute Agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties.

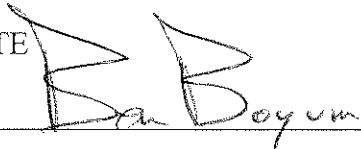
Indiana Supreme Court Division of State Court Administration

By: 

David J. Remondini
Chief Deputy Executive Director

Date: 9-30-14

FORTE

By: 

Printed: BEN BOYUM

Title: CEO

Date: 10/17/2014

Reviewed By

10/14/2014
Legal

October 17, 2014

Mr. Richard T. Payne
Staff Attorney, Trial Court Management
Division of State Court Administration
30 South Meridian St., Suite 500
Indianapolis, IN 45204-3568

Re: Forte, LLC Bulk Data Request

Dear Mr. Payne:

We appreciate your approving our request for data from the Indiana Courts.

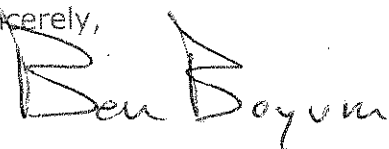
You asked for any business entity names related to our company.

- We are 100% owned by **Data and Contact Management Solutions, LLC**, which also owns 100% of our sister company, DCM Services, LLC. Data and Contact Management Solutions, LLC is only a holding company. It does not receive or use probate data.
- **DCM Services, LLC** uses Forte's services as part of DCM Services' estate-recovery services (recovering amounts due from estates of deceased account holders). Forte obtains probate information from courts and other sources, matches it to accounts of clients, and uses that data to fill-in claim forms for those accounts and submit the claim forms on behalf of those clients.
- Forte's primary service is called **Probate Finder on Demand**.

You asked for the policies that we provide to clients relating to the data we would obtain from your service. I have attached a copy of our standard licensing agreement for Forte's Probate Finder on Demand service. Also attached is a copy of Forte's security policies that are provided to every Forte client.

Your contract has been signed and is also attached.

Sincerely,



Ben Boyum, CEO

BB/ts
Attachments

RECEIVED

OCT 27 2014

DIVISION OF
STATE COURT ADMINISTRATION

FORTE SECURITY POLICIES

Effective: September 1, 2013

1. Client¹ may only use the System² and information accessed through the System for its own internal business purposes to match estate information obtained through the System to the names of individuals indebted to the client. Any other use is strictly prohibited.
2. When sending information to Forte by FTP, Forte **strongly** recommends that Client encrypts its data. Forte is not responsible for the security of Client data until Forte receives the data.
3. Client must designate one or more administrators who will be responsible for issuing user names and passwords to Users³. Each of Client's administrators are responsible for:
 - a. changing access levels based on job responsibilities;
 - b. removing System access for individuals who no longer have authorization to act on behalf of Client; and
 - c. ensuring that all users are using the System only for internal business purposes.
4. User must keep his or her user name and password confidential! User must take reasonable measures to keep this sign-on information secure and prevent others from gaining access under his sign-on credentials. For example, he or she must
 - a. not share the information with anyone other than Client's administrator;
 - b. take care not to inadvertently disclose this information by leaving it in written form anywhere near a computer or within plain sight;
 - c. log out when he or she has finished using the System or will be away from the System for more than 5 minutes.
5. Neither Client, nor any User may provide access to the System to anyone other than the individuals authorized above.
6. No Client or User may sell, re-sell, distribute, disclose or otherwise provide any information obtained through the System to any other individual or business, except as authorized above.
7. Client and User shall not interfere or disrupt, or attempt to interfere or disrupt, the operation of the System.
8. Client and User must inform Forte immediately, but not more than 24 hours after learning of any actual or suspected unauthorized use of the System.
9. Client and User will be responsible for reading any updates to these security policies when published by Forte. Unless Client or User objects in writing to any updates or changes within 15 days of publication, they will be subject to the terms of the updates and changes for any further use of the System.
10. No User may reverse engineer, decompile or disassemble System software or attempt to do so.
11. Forte may terminate, suspend or limit access to the System as it may consider appropriate in its sole discretion, including, but not limited to (a) security reasons, (b) breach of the license terms & conditions, (c) protection of intellectual property or (d) account inactivity.

¹ Client means the entity that has entered into a license agreement with Forte.

² System means the website, interface and underlying software making up the Probate Finder on Demand™ Service

³ User means an individual authorized to use the System on behalf of Client

Ex B 1

FORTE Probate Finder OnDemand™ License

1. LICENSE Upon acceptance of your registration, Forte, LLC hereby grants you, _____, a limited non-exclusive, non-transferable license to use FORTE's Probate Finder OnDemand™ ("System"). Forte retains all rights in and to its patents, copyrights, trademarks, logos, and all other intellectual property rights connected with the System, subject to this limited license.

2. COMPLIANCE WITH LAWS You certify the information you provide for each account is true and correct and that amounts are validly due and owing by the person indicated. It is your responsibility to determine the applicability of any bankruptcy or statute of limitations that affects any of your claims. ***Forte is not providing legal advice as part of its services.*** You must obtain your own legal advice about the validity of your claims, notices you are required to provide or any other matter relating to your responsibilities.

You and Forte agree that each will comply with any and all applicable laws relating to their own activities in connection with use of the Probate Finder on Demand™ system. These include, but are not limited to, the Gramm-Leach-Bliley Act ("GLBA"), the Health Insurance Portability and Accountability Act ("HIPAA"), and all applicable state data privacy laws.

3. SYSTEM AND INFORMATION USE You must abide by FORTE's security policies in addition to all other terms of this License Agreement. FORTE may monitor your access to and use of the System to ensure compliance.

You may only use the System and information accessed through the System for your own internal business purpose to match estate information obtained through the System to the names of individuals indebted to you. Any other use is strictly prohibited. You must not interfere with or disrupt the operation of the System or the website or attempt to do so.

Only your designated administrator and users may access the System for you and you are responsible for any of their actions. You may not give any third party access to the System or information accessed through the System or sell, re-sell, distribute, or disclose any information, except as necessary for the lawful filing or presentation of claims against the estate of individuals indebted to you.

4. PREPARATION AND PRESENTATION OF CLAIMS (This paragraph applies if you choose to have claims presented.) Forte will prepare, sign and present probate claims on your behalf based on your information and approval. You must designate a person as "Custodian of Record." This person must be able to determine that the claim information is accurate based on his or her review of your business records. These records must be regularly kept in the course of your business. They must contain information recorded at or near the time of the events recorded by, or based on, information transmitted by someone with knowledge of the events recorded. In other words, your Custodian of Record must understand the records you keep and be able to rely on them to show that the charges included in a claim are validly due and owing to you.

When your Custodian of Record authorizes a claim to be produced, the appropriate claim package will be created using account information you have provided. You authorize our

employees to sign these forms as your authorized representative and to present them to the appropriate trusts or estates.

5. LIMITED USE OF YOUR INFORMATION FORTE will use information you provide *only* to obtain data about estates and to prepare claim forms (if applicable). To fulfill this purpose, it may grant limited and controlled access to your information to carefully selected subcontractors who are subject to strict confidentiality agreements. If FORTE is required to disclose your information by governmental subpoena or order, or to defend itself, FORTE will use reasonable efforts to first notify you of the anticipated disclosure unless such notification is prohibited by law or court order.

Except as specified above, Forte will never share your Nonpublic Personal Information (as defined in GLBA) or Protected Health Information (as defined in HIPAA) with third parties.

6. DATA TRANSMISSION AND BACK-UP You are responsible for the security of your information before it gets to FORTE. If you choose to use FTP, we ***strongly*** encourage you to encrypt your data. FORTE is not responsible for maintaining back-up and archival copies of your information; you bear that responsibility along with all losses that arise from the corruption or unavailability of your information that resides on the System at any time.

FORTE may purge your information from the System at any time after it has resided on the System for a period of three (3) years. Upon termination of your use of the System for any reason, FORTE will provide you with limited System access for ninety (90) days to allow you to extract your information.

7. SECURITY FORTE will use reasonable measures to prevent unauthorized access to your accounts and your information. FORTE will notify you within forty-eight (48) hours of any breach of security measures leading to unauthorized access to unencrypted personally identifiable information. FORTE will, at your request, and at its expense, notify your clients if there has been any such breach of FORTE's security. FORTE's liability will be limited as provided in Section 9 ("Limitation on Liability") in these Terms and Conditions.

8. FEES AND PAYMENT An initial pricing schedule is attached to and made a part of this Agreement. All invoices are due and payable within 30 days of the date of the invoice. Estate-matching price will be charged for all ***open*** accounts on which a match is located. Pricing is based on account totals that can be combined into one claim (i.e. generally totals per entity or per affiliate) and the pricing schedules in effect at the time of the match. Current pricing will be available on-line.

9. WARRANTY DISCLAIMER and DATA DISCLAIMER FORTE will use reasonable efforts to correct any material performance problem brought to its attention. FORTE does not guarantee that your access to the System will be uninterrupted or error-free. FORTE will not be held liable for any delay or other failures to provide access to the System.

FORTE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, THE INFORMATION YOU ACCESS AND OBTAIN THROUGH ITS USE, AND ALL SERVICES YOU OBTAIN THROUGH THE SYSTEM, SUCH AS PREPARATION OF ANY CLAIM FOR FILING OR PRESENTATION AGAINST ANY ESTATE.

FORTE obtains and aggregates data from various public sources of estate and decedent information. It uses only sources it has reason to believe are reliable, but cannot guarantee the information obtained from these sources is accurate or up-to-date.

10. LIMITATION ON LIABILITY FORTE'S LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WILL NOT BE LIMITED BY THIS PARAGRAPH. FORTE DISCLAIMS ANY LIABILITY FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, EVEN IF FORTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE AND (B) DAMAGES FOR LOST PROFIT.

EXCEPT AS SPECIFIED IN THIS PARAGRAPH, YOU AGREE THAT FORTE'S LIABILITY OF ANY KIND ARISING OUT OF, OR RELATED TO THE SERVICES FORTE PROVIDES TO YOU, WILL BE LIMITED TO THE AMOUNT OF SERVICE FEES YOU PAID FOR THE USE OF THE SYSTEM IN THE SIX (6) MONTH PERIOD PRIOR TO THE DATE YOU MAKE A CLAIM.

11. INDEMNIFICATION FORTE will indemnify and hold you harmless from any and all claims, demands, losses, costs and damage (including attorney's fees) that arise from any suit by any third party that FORTE has infringed any intellectual property rights of such third party.

You will indemnify and hold harmless FORTE, its officers, directors and employees from any and all claims, demands, losses, costs and damages (including attorney's fees) that arise from (1) breach of any provision of this License Agreement, (2) the use of information you access through the System, (3) any inaccuracy in the information or records that you provide relating to the preparation of claims, and (4) the acts and omissions of your employees and/or independent contractors acting on your behalf.

12. TERM and TERMINATION This License Agreement will not become effective until you receive registration approval from FORTE. Either party may terminate this License Agreement for convenience at any time and without any liability by giving the non-terminating party thirty (30) days notice.

FORTE may suspend, limit or terminate your access to and use of the System without notice if it believes, in its sole discretion, that you have breached this License Agreement.

13. CHANGES FORTE may change the terms and conditions of this License Agreement at any time. Your continued use of the System after the effective date for those changes will signify your acceptance of those changes. FORTE will try to provide reasonable notice of any changes in the System but is not obligated to do so.

14. ASSIGNMENT You may not assign or otherwise transfer your rights and obligations under this License Agreement except with the prior written consent of FORTE.

15. Misc. Sections 10 and 11 of this License Agreement will remain in effect after termination of this License Agreement.

Dated: _____

Dated: _____

LICENSEE: _____

FORTE, LLC

By: _____

By: _____

Its: _____

Its: _____

Request for Bulk Data/Compiled Information

REQUEST FOR RELEASE OF BULK DATA/COMPILED INFORMATION (NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of State Court Administration:

Requestor submits this request under Administrative Rule 9(F)(3) for release of bulk data/compiled information not excluded from public access by Administrative Rule 9(G) or (H):

I. Identity of Requestor: Forte, LLC
Address: 7601 Penn Ave S Ste A600, Minneapolis, MN 55423

Contact: Josh Schilling
Contact's Title: Team Lead
Telephone: 612-243-8437
E-Mail: josh.schilling@fortedatasolutions.com

II. List all known business entity names related to Requesting Party that will participate in the use and dissemination of the data provided:

DCM Services, LLC

III. Identification of bulk data/compiled Information sought (specify and describe the records sought and the compiler or location):

We are looking for decedent probated estates and need the following information: decedent name (estate name), date of death, case number, case type, date filed, Personal Representative (Executor/Executrix) name, address and phone number and Attorney name, address and phone number.

Exc (3/18)

IV. Identification of Court(s) exercising jurisdiction over the records (list the courts):

Marion County Probate Court, Lake County Probate Court, Allen County Probate Court, Hamilton County Probate Court, St Joseph County Probate Court, Vanderburgh County Probate Court, Elkhart County Probate Court, Tippecanoe County Probate Court, Porter County Probate Court, Hendricks County Probate Court, Johnson County Probate Court, Monroe County Probate Court, Madison County Probate Court, Delaware County Probate Court, LaPorte County Probate Court, Vigo County Probate Court, Clark County Probate Court, Howard County Probate Court, Floyd County Probate Court, Kosciusko County Probate Court.

V. Purpose for Request: What is the purpose of the request and how is release of the requested data consistent with the purposes of Administrative Rule 9 (set forth reason)?

The reason for the request is to obtain probated estate case information for the purpose of presenting/filing creditor's claims to preserve the interest of known claimants. Receiving this information will help to ensure the claims are processed accurately.

VI. Attach a copy of each permission from a Court to obtain bulk distribution of data or compiled information that has already been issued. N/A

VII. Attach a copy of each Agreement Requestor has entered into with each County or Court listed in Section III to provide public access services or to obtain bulk distribution of data or compiled information. N/A

VIII. Attach a sample copy of all Requesting Party's company policies/user agreement provided to the Requesting Party's subscribers, customers, clients, or other party that govern the use of the data. N/A

IX. Identify the frequency with which bulk data and compiled information is being requested to be transferred to Requestor by each Court listed in Section III. Monthly

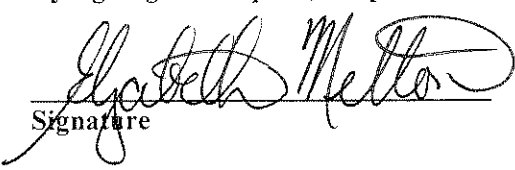
X. Describe the resources available to prepare the information.

XI. Describe how fulfilling the request is an appropriate use of public resources.

Fulfilling this request will help to ensure the probated estate claims that are presented in the Indiana probate courts are accurate. This will also alleviate any unnecessary correspondence between our organization and the courts.

XII. Requestor is (is not) willing to pay an amount determined to be the fair market value of the information. If not, why?

By signing this request, I represent that I am authorized to do so on behalf of Requestor.


Signature

Elizabeth Melton
Printed Name

general counsel
Title

8/28/2014
Date

RECEIVED

SEP 08 2014

DIVISION OF
STATE COURT ADMINISTRATION

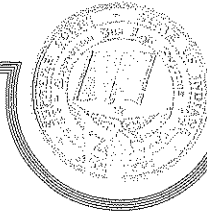
SUPREME COURT

DIVISION OF STATE COURT ADMINISTRATION

LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR



OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

October 1, 2014

Mr. Josh Schilling
Forte
7601 Penn Avenue, Suite 500
Minneapolis, MN 55423-8459

Re: Bulk Data Request

Dear Mr. Schilling

I write in response to your request for bulk and/or compiled data from Indiana courts. Specifically you have requested: Compiled Information; Probate Estates with name of decedent, date of death, case number, case type, date filed, Personal Representative's name, address, and phone number and name of attorney, address, and phone number from courts with probate jurisdiction in Marion, Lake, Allen, Hamilton, St. Joseph, Vanderburgh, Elkhart, Tippecanoe, Porter, Hendricks, Johnson, Monroe, Madison, Delaware, LaPorte, Vigo, Clark, Howard, Floyd, and Kosciusko Counties.

As you are aware, Administrative Rule 9(F) provides as a condition precedent to seeking bulk distribution or compiled information from any Indiana court, you must submit the request for such data to the Executive Director of the Indiana Supreme Court Division of State Court Administration (the "Division"). This rule and the comments that follow provide that a request for bulk distribution or compiled information may be granted upon determination that the information sought is consistent with the purposes of this rule, that resources are available to prepare the information and that fulfilling the request is an appropriate use of public resources. The grant of such request may be made contingent upon the requester paying an amount, which the court determines is the fair market value of the information.

The Chief Deputy Executive Director, David Remondini, has approved your request and seeks your signature on the attached User Agreement. The agreement incorporates the Indiana Supreme Court's general policies regarding the use and resale of bulk and/or compiled court data. Mr. Remondini has already signed the agreement in anticipation of your signature. Please sign and return the agreement to us. We do need your original signature. We also need a list of all business entity names related to your company and all company policies provided to its subscribers/customers/clients. These will be attached and incorporated into the User Agreements.

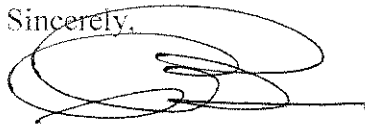
EX D

You have requested data from some Indiana Counties that do not use the statewide case management system. Our office only has access to court records from counties using the statewide case management system (the "Odyssey" system). Since we do not have access to those counties using other case management systems, Administrative Rule 9(F)(2) provides that the Executive Director may forward the request to courts exercising jurisdictions over the records. We will be forwarding a copy of your request to the presiding judge with a copy to the clerk of court notifying them of the Division's approval of your request. The comments to Administrative Rule 9(F)(2) authorizes courts, in their discretion, to provide access to bulk and compiled data; it does not require that such information be made available. Permitting bulk distribution or compiled information should not be authorized if providing the data will interfere with the normal operations of the court.

Once you have executed the attached User Agreement and returned the agreement to us, copies of the Division's approval of your request and the User Agreement will be forwarded to all counties not using the Odyssey system. You will need to contact the clerks from the non-Odyssey counties to seek approval of your request. The Judicial Automation and Technology Committee (JTAC) will provide records from the Odyssey system but you need to contact them to initiate the process. You can contact JTAC by calling its Director, Mary DePrez, at 317-233-9926 or her assistant, Mary Kronoshek at 317-234-2710.

Feel free to contact me at richard.payne@courts.IN.gov or (317) 234-5398 if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard T. Payne", with a large, stylized loop at the end.

Richard T. Payne
Staff Attorney, Trial Court Management
Division of State Court Administration

Enclosures: User Agreement for Bulk Distribution of Data/Compiled Information Not Excluded From Public
Access

ODYSSEY & TAX WARRANT BULK DATA ORDER FORM

DATE: _____

Requesting Person / Organization: _____

Contact Name & Phone Number: _____

ODYSSEY BULK DATA CASE CATEGORY SELECTIONS		Tax Warrant SELECTIONS
<input type="checkbox"/> All Case Types <i>[Refer to Attachment A]</i> Or: <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Family <input type="checkbox"/> Probate <input type="checkbox"/> Traffic (Infractions)	<input type="checkbox"/> All Case Statuses <i>New Filings, History (open and closed cases)</i> Or: <input type="checkbox"/> New Filings <input type="checkbox"/> History (open and closed cases) START DATE: _____	<input type="checkbox"/> All Tax Warrant Statuses <i>New Filings, History</i> Or: <input type="checkbox"/> New Filings <input type="checkbox"/> History START DATE: _____

CHOOSE DELIVERY

- ☐ Monthly File Drop
☐ Messaging

PRICING *per Case Filing*: .10 cents - New Case
 .01 cent - History Case
 .15 cents - Messaging

<input type="checkbox"/> Odyssey - All Counties <input type="checkbox"/> Odyssey & Tax Warrant - All Counties								<input type="checkbox"/> All Tax Warrant Only	
Or the selections below:									
	ODYSSEY	TW		ODYSSEY	TW		ODYSSEY	TW	Tax Warrant Only
Allen	<input type="checkbox"/>	<input type="checkbox"/>	Hancock	<input type="checkbox"/>		Owen	<input type="checkbox"/>	<input type="checkbox"/>	Boone <input type="checkbox"/>
Benton	<input type="checkbox"/>	<input type="checkbox"/>	Harrison	<input type="checkbox"/>	<input type="checkbox"/>	Parke	<input type="checkbox"/>	<input type="checkbox"/>	Crawford <input type="checkbox"/>
Blackford	<input type="checkbox"/>	<input type="checkbox"/>	Hendricks	<input type="checkbox"/>	<input type="checkbox"/>	Porter	<input type="checkbox"/>	<input type="checkbox"/>	Fulton <input type="checkbox"/>
Boone *	<input type="checkbox"/>	<input type="checkbox"/>	Henry	<input type="checkbox"/>	<input type="checkbox"/>	Posey	<input type="checkbox"/>	<input type="checkbox"/>	Jay <input type="checkbox"/>
Carroll	<input type="checkbox"/>	<input type="checkbox"/>	Huntington	<input type="checkbox"/>	<input type="checkbox"/>	Randolph *	<input type="checkbox"/>	<input type="checkbox"/>	Lake <input type="checkbox"/>
Cass	<input type="checkbox"/>	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	<input type="checkbox"/>	Rush	<input type="checkbox"/>	<input type="checkbox"/>	Lawrence <input type="checkbox"/>
Clark	<input type="checkbox"/>	<input type="checkbox"/>	Jasper	<input type="checkbox"/>	<input type="checkbox"/>	Scott	<input type="checkbox"/>	<input type="checkbox"/>	Newton <input type="checkbox"/>
Dearborn*	<input type="checkbox"/>	<input type="checkbox"/>	Jennings	<input type="checkbox"/>	<input type="checkbox"/>	Shelby	<input type="checkbox"/>	<input type="checkbox"/>	Noble <input type="checkbox"/>
DeKalb	<input type="checkbox"/>	<input type="checkbox"/>	Johnson *	<input type="checkbox"/>	<input type="checkbox"/>	St. Joseph	<input type="checkbox"/>	<input type="checkbox"/>	Pulaski <input type="checkbox"/>
Elkhart	<input type="checkbox"/>	<input type="checkbox"/>	Knox	<input type="checkbox"/>	<input type="checkbox"/>	Starke *	<input type="checkbox"/>	<input type="checkbox"/>	Tippecanoe <input type="checkbox"/>
Fayette	<input type="checkbox"/>	<input type="checkbox"/>	LaPorte	<input type="checkbox"/>	<input type="checkbox"/>	Steuben	<input type="checkbox"/>	<input type="checkbox"/>	Vermillion <input type="checkbox"/>
Floyd	<input type="checkbox"/>	<input type="checkbox"/>	Madison	<input type="checkbox"/>	<input type="checkbox"/>	Tipton	<input type="checkbox"/>	<input type="checkbox"/>	White <input type="checkbox"/>
Fountain *	<input type="checkbox"/>	<input type="checkbox"/>	Marion	<input type="checkbox"/>	<input type="checkbox"/>	Union	<input type="checkbox"/>	<input type="checkbox"/>	Whitley <input type="checkbox"/>
Franklin	<input type="checkbox"/>	<input type="checkbox"/>	Miami *	<input type="checkbox"/>	<input type="checkbox"/>	Vanderburgh	<input type="checkbox"/>	<input type="checkbox"/>	
Grant	<input type="checkbox"/>	<input type="checkbox"/>	Monroe	<input type="checkbox"/>	<input type="checkbox"/>	Vigo *	<input type="checkbox"/>	<input type="checkbox"/>	
Greene	<input type="checkbox"/>	<input type="checkbox"/>	Morgan	<input type="checkbox"/>	<input type="checkbox"/>	Warren	<input type="checkbox"/>	<input type="checkbox"/>	
Hamilton	<input type="checkbox"/>	<input type="checkbox"/>	Orange	<input type="checkbox"/>	<input type="checkbox"/>	Washington	<input type="checkbox"/>	<input type="checkbox"/>	

* City/Town Court/s Only

ATTACHMENT A

Case Types Listing

- Data may be selected by Case Category only. (e.g. civil, criminal, etc.)
- Subsets of data for individual case types are not available.
- Notwithstanding the list of case types below, some cases are marked confidential or sealed and are not available through this process.

Civil Case Types

CBFJ	CB - Foreign Judgment	MI	MI - Miscellaneous Civil
CBTW	CB - Tax Warrants	PC	PC - Post Conviction Relief Petition
CC	CC - Civil Collection	PL	PL - Civil Plenary
CP	CP - Civil Plenary	SC	SC - Small Claims
CT	CT - Civil Tort	TW	TW - Tax Warrant
MF	MF - Mortgage Foreclosure		

Criminal Case Types

CF	CF – Criminal Felony	F3	F3 – Felony Level 3
CM	CM - Criminal Misdemeanor	F4	F4 – Felony Level 4
DF	DF - CL D Felony or lesser charge	F5	F5 – Felony Level 5
FA	FA - Class A Felony	F6	F6 – Felony Level 6
FB	FB - Class B Felony	MC	MC – Miscellaneous Criminal **
FC	FC - Class C Felony	MR	MR – Murder
FD	FD - Class D Felony	OE	OE – Exempted Ordinance Violation***
F1	F1 – Felony Level 1	OV	OV – Local Ordinance Violation***
F2	F2 – Felony Level 2		

** MC case types are included in the criminal data only if they have a defendant-party. Similar to public access, many cases are excluded by assigning the defendant as a participant to the case.

*** At this time, OV and OE cases are included in the criminal case data only. In future extracts, OV and OE cases may become part of the Traffic Case Category.

Probate Case Types

CBWB	CB - Will Book
EM	EM - Estate, Miscellaneous
ES	ES - Estate, Supervised
EU	EU – Estate, Unsupervised
GU	GU – Guardianship
TR	TR – Trust

Family Case Types

DR	DR – Domestic Relations
RS	RS – Reciprocal Support
JP	JP – Juvenile Paternity *

* New or duplicate cases filed on or after July 1, 2014.

Traffic Case Types

IF	IF - Infraction
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**Indiana Supreme Court
Division of State Court Administration**

**DISTRIBUTION RECEIPT FORM FOR BULK DISTRIBUTION OF DATA OR
COMPILED INFORMATION**

This form is to be filed with the Division of State Court Administration within thirty (30) days of receipt of bulk distribution of court records.

Identity of Requestor:

Address:

Telephone:

E-Mail:

Bulk Data Requested (i.e. docket information, court records, record of judgments and orders):

Date Received (if the distribution shall be continuous, indicate the first date the data was distributed):

Format of distributed data (i.e. electronic feed, paper copies, et cetera):

Expenses related to receipt of data distribution (indicate the amount paid for distribution of data):

____ total ____ monthly ____ annual

Comments:
